

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
)	
SOFT SURROUNDINGS HOLDINGS, LLC, <i>et al.</i> , ¹)	Case No. 23-90769 (CML)
)	
Debtors.)	(Jointly Administered)
)	

**NOTICE OF REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS ON SCHEDULE I ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

On November 3, 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order on the motion of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) approving the Debtors’ Disclosure Statement and confirming the *Combined Disclosure Statement and Joint Plan of Liquidation of Soft Surroundings Holdings, LLC and Its Debtor Affiliates* [Docket No. 265] (the “Confirmation Order”).²

The Debtors hereby provide this notice (this “Notice”) of their rejection of the Contract(s) listed in Schedule I attached hereto. Pursuant to the terms of the Confirmation Order, the Contract(s) shall be deemed rejected effective as of the date set forth in Schedule I (the “Rejection Date”).

The Debtors intend to abandon the personal property remaining in or on the property that is the subject of the above-referenced Contract(s) that are unexpired leases as described in Schedule I (if any). Upon entry of the Rejection Order (as defined herein), the landlord shall be entitled to dispose of such abandoned personal property without further notice or order from this Court and without liability for such disposal.

¹ The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity’s federal tax identification number, are: Soft Surroundings Holdings, LLC (2218); Soft Surroundings Intermediate Holdings, LLC (6696); Triad Catalog Co., L.L.C. (3313); and Triad Retail, L.L.C. (2728). The Debtors’ service address is 1100 N. Lindbergh Blvd., St. Louis, MO 63132.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Confirmation Order.

If the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without (a) prior approval of the Court or (b) agreement of the Debtors.

Pursuant to the terms of the Confirmation Order, if you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Contract(s), you must submit a proof of claim by the later of (a) the applicable dates designated by the Bankruptcy Court (or pursuant to the Bankruptcy Rules) as the last date for filing proofs of claims in these chapter 11 cases, (b) thirty (30) days following the entry of the order approving such rejection of the applicable Contract, and (c) thirty (30) days following the effective date of such rejection of the applicable Contract.

Removal of Personal Property. In connection with the rejection of a Lease, with respect to any personal property of the Debtors located at any of the premises subject to any Rejection Notice (collectively, the "Premises"), the Debtors are authorized, but not directed, to remove any such property prior to the Rejection Date; *provided*, however, that the right of a Lease counterparty is reserved to object to the Rejection Notice on the basis that the Debtors are not permitted to remove certain property from the Premises. By providing written notice (email being sufficient) to the Debtors within seven (7) days of this Rejection Notice being filed, a Lease counterparty may request (i) a walk-through with the Debtors to discuss the potential removal of any property that the Lease counterparty believes does not belong to the Debtors, (ii) notice of the date upon which the property will be removed so that the Lease counterparty may be present to monitor such removal, and (iii) the identity of and proof of insurance for any third party that the Debtors retain to remove property from the Premises. If the Debtors determine that any personal property at a particular Premises has no or de minimis value or the cost of removing such property exceeds the value of such property, the Debtors shall generally describe such property in the Rejection Notice and their intent to abandon such property. Absent a timely objection that is sustained by the Court, any and all personal property located on the Premises on the Rejection Date of the applicable Lease will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. For the avoidance of doubt, the Debtors shall not abandon personally identifiable business records (the "Records") and controlled substances, chemicals, and other hazardous materials (the "Waste") except as permitted by applicable law. Following the Rejection date, landlords may, use or dispose of such abandoned personal property in their sole discretion free and clear of all liens, claims, encumbrances, and interests, and without notice or liability to the Debtors or any third party or any notice or order of the Court. To the extent applicable, the automatic stay is modified to allow such disposition. The rights of the applicable Lease counterparty to assert claims with respect to such disposition of the abandoned property are reserved, as are all parties' rights to object to such claims. Further, notwithstanding anything to the contrary in the Confirmation Order, nothing in the Confirmation Order shall modify or eliminate any requirements of the Debtors under applicable non-bankruptcy law with respect to the removal of any hazardous materials (as defined under such law) from any leased premises.

IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (I) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (II) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM,

AND (III) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

March 22, 2024

/s/ Elizabeth C. Freeman

LAW OFFICE OF LIZ FREEMAN

Elizabeth C. Freeman (TX Bar No. 2400922)

PO Box 61209

Houston, TX 77208-1209

Telephone: (832) 779-3580

Email: liz@lizfreemanlaw.com

*Co-Counsel and Conflicts Counsel for the
Debtors and Debtors in Possession*

KATTEN MUCHIN ROSENMAN LLP

Cindi M. Giglio

Michael E. Comerford

Marc B. Roitman

Grace A. Thompson

50 Rockefeller Plaza

New York, NY 10020-1605

Telephone: (212) 940-8800

Email: cgiglio@katten.com

michael.comerford@katten.com

marc.roitman@katten.com

grace.thompson@katten.com

- and -

William B. Freeman

515 South Flower Street, Suite 4150

Los Angeles, CA 90071-2212

Telephone: (213) 443-9003

Email: bill.freeman@katten.com

*Co-Counsel for the Debtors and Debtors in
Possession*

CERTIFICATE OF SERVICE

I hereby certify that on March 22, 2024, a copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Elizabeth C. Freeman

Elizabeth C. Freeman

Schedule I

Schedule of Rejected Contracts

ID #	Non-Debtor Contract Counterparty	Non-Debtor Contract Counterparty Address	Debtor Contract Counterparty	Description of Executory Contract	Date of Contract	Rejection Date
6	Airespring MSOA	1801 W OLYMPIC BLVD FILE 1422, PASADENA, CA 91199-1422	Triad Catalog, Co. LLC	Supplier Agreement (Services, Product, SaaS)	10/18/2022	3/15/2024
146	Storeforce Solutions Inc	91 TYCOS DR, SUITE 202 , TORONTO, ON M6B 1W3	Triad Retail, Co. LLC	Supplier Agreement (Services, Product, SaaS)	5/15/2017	3/7/2024